

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.358 OF 2006

IN

SUMMARY SUIT NO.1186 OF 2006

Mahindra & Mahindra

...Plaintiff.

vs.

S.Nageshwar Rao.

...Defendant.

Mr.K.H.Mody i/b. M/s.Nair Associates,, for Plaintiff.

Mr.R.D.Tiwari, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 6th December, 2006.

P.C.:-

1. The plaintiff has filed the suit for recovery of amount which is due to the plaintiff from the defendant. The defendant admittedly was acting as dealer for plaintiff. By letter dated 8.8.2003 the defendant has admitted his liability. In the reply a major defence that is put up is that the defendant has already paid the entire amount due to the plaintiff from the defendant before 31.12.2002. But there is

no explanation found as to if the entire amount was paid before 31.12.2002 why on 8.8.2003 the defendant has confirmed that an amount of Rs.2,53,60,333.95 paise as on 31.7.2003 is due to the plaintiff from the defendant. The letter dated 8.8.2003 shows clear admission of liability. The defendant could have put up any defence only after explaining the document dated 8.8.2003. In reply admittedly the defendant has not explained the document dated 8.8.2003. It is therefore, obvious that the defendant has no defence to offer. Therefore, he is not entitled to leave to defend the suit. On the contrary, the plaintiff is entitled to a judgment. The summons for judgment is granted. The suit of the plaintiff is decreed in terms of prayer clause (a) and (b) of the suit. Refund of Court fees as per rules.
